

Status: Point in time view as at 21/06/2006.

Changes to legislation: Landlord and Tenant Act 1954, SECOND SCHEDULE is up to date with all changes known to be in force on or before 12 June 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

SCHEDULES

SECOND SCHEDULE

Section 8.

FURTHER PROVISIONS AS TO REPAIR WHERE TENANT RETAINS POSSESSION

Failure of landlord to carry out initial repairs

- 1 (1) Where—
- (a) the tenant retains possession of the dwelling-house by virtue of subsection (1) of section six of this Act, and
 - (b) by virtue of an agreement or of a determination of the court the landlord is required to carry out initial repairs to the dwelling-house,
- then if on an application made by the tenant during the period of the statutory tenancy the court is satisfied that the initial repairs have not been carried out within a reasonable time in accordance with the agreement or determination the court may by order direct that, until the discharge of the order as hereinafter provided or the end of the period of the statutory tenancy, whichever first occurs, the rent payable in respect of the dwelling-house shall be reduced to such amount specified in the order as the court may think just having regard to the extent to which the landlord has failed to comply with the agreement or determination . . . ^{F1}
- (2) Where the court under the last foregoing sub-paragraph orders a reduction of rent, the court may further order that during the same period any instalments of a payment for accrued tenant's repairs shall be suspended.
- (3) An order under this paragraph may include a provision that the reduction of rent shall take effect from a specified date before the making of the order, being such date as the court thinks just having regard to the landlord's delay in carrying out the initial repairs; and where an order contains such a provision then, in addition to the reduction ordered by virtue of sub-paragraph (1) of this paragraph, such number of payments of rent next falling due after the date of the order shall be reduced by such amount as may be specified in the order for the purpose of giving effect to the said provision.

Textual Amendments

F1 Words repealed by [Leasehold Reform Act 1967 \(c. 88\)](#), [Sch. 5](#), [Sch. 7 Pt. I](#)

- 2 Where an order under paragraph 1 of this Schedule is in force, and on an application by the landlord the court is satisfied that the initial repairs have been carried out in accordance with the agreement or with the determination of the court, as the case may be, the court shall discharge the order, but without prejudice to the operation thereof as respects any period before the date on which it is discharged or to any reduction ordered by virtue of sub-paragraph (3) of the last foregoing paragraph.
- 3 If, while an order under paragraph 1 of this Schedule is in force, it is agreed between the landlord and the tenant that the initial repairs in question have been carried out

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as mentioned in the last foregoing paragraph, the order shall be discharged by virtue of that agreement in the like manner as if it had been discharged by the court.

Failure of tenant to carry out initial repairs

- 4 Where, by virtue of an agreement or of a determination of the court, the tenant is required to carry out initial repairs to the dwelling-house, failure by the tenant to carry out the repairs within a reasonable time in accordance with the agreement or determination shall be treated as a breach of the obligations of the tenancy for the purposes of [F²Case 1 in [F³Schedule 15] to the Rent Act] (which relates to recovery of possession where the rent has not been paid or any other obligation of the tenancy has not been performed).

Textual Amendments

- F2** Words substituted by [Rent Act 1968 \(c. 23\)](#), [Sch. 15](#) (continued by [Rent Act 1977 \(c. 42\)](#), [Sch. 24 para. 30](#))
- F3** Words substituted by [Rent Act 1977 \(c. 42\)](#), s. 155(2), [Sch. 23 para. 19](#)

Expenses and receipts: mortgages, settlements, etc.

- 5 Any amount paid by a mortgagee in respect of expenses incurred in carrying out initial repairs in accordance with an agreement or determination under Part I of this Act, or in respect of any payment made in pursuance of a liability imposed by paragraph 12 of the First Schedule to this Act, shall be treated as if it were secured by the mortgage, with the like priority and with interest at the same rate as the mortgage money, so however that (without prejudice to the recovery of interest) any such amount shall not be recoverable from the mortgagor personally.
- 6 The purposes authorised for the application of capital money by section seventy-three of the ^{M1}Settled Land Act 1925 ^{F4}. . . and by section twenty-six of the ^{M2}Universities and College Estates Act 1925, and the purposes authorised by section seventy-one of the Settled Land Act 1925 ^{F4}. . . and by section [F⁵thirty] of the Universities and College Estates Act 1925, as purposes for which moneys may be raised by mortgage, shall include the payment of any such expenses as are mentioned in the last foregoing paragraph and the making of any such payment as is mentioned in that paragraph:
 Provided that the like provisions shall have effect as to the repayment of capital money applied by virtue of this paragraph as have effect in the case of improvements authorised by Part II of the Third Schedule to the Settled Land Act 1925 (which specifies improvements the cost of which may be required to be replaced out of income).

Textual Amendments

- F4** Words in [Sch. 2 para. 6](#) repealed (1.1.1997) by [1996 c. 47](#), s. 25(2), [Sch. 4](#) (with ss. 24(2), 25(4)); [S.I. 1996/2974](#), [art. 2](#)
- F5** Word substituted by [Universities and College Estates Act 1964 \(c. 51\)](#), [Sch. 3 Pt. II](#)

Marginal Citations

- M1** [1925 c. 18](#).

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M2 1925 c. 24.

Record of state of repair of dwelling-house

- 7 A landlord's notice proposing a statutory tenancy may contain a requirement that if the tenant retains possession by virtue of subsection (1) of section six of this Act a record shall be made of the state of repair of the dwelling-house.
- 8 Where the landlord gives such a notice which does not contain such a requirement, then if the tenant elects to retain possession his notification in that behalf may include a requirement that a record shall be made of the state of repair of the dwelling-house.
- 9 Where the tenant retains possession of the dwelling-house by virtue of subsection (1) of section six of this Act and either the landlord or the tenant has made such a requirement as is mentioned in either of the two last foregoing paragraphs, the record of the state of repair of the dwelling-house shall be made as soon as may be after the completion of any initial repairs to be carried out or, in the absence of any agreement or determination requiring the carrying out of initial repairs, as soon as may be after the beginning of the period of the statutory tenancy.
- 10 Any record required to be made under the last foregoing paragraph shall be made by a person appointed, in default of agreement between the landlord and the tenant, by the President of the Royal Institution of Chartered Surveyors.
- 11 The cost of making any such record as aforesaid shall, in default of agreement between the landlord and the tenant, be borne by them in equal shares.

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